

1 AN ORDINANCE approving Street Improvement
2 Resolution No. 5958-82, Asphalt Resurfacing,
3 with Dailey Asphalt Products Co., Inc.,
4 in connection with the Board of Public Works.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
6 OF FORT WAYNE, INDIANA:

7 SECTION 1. That a certain Contract dated
8 December 8, 1982, between the City of Fort Wayne, Indiana, by
9 and through its Mayor and the Board of Public Works, and
10 Dailey Asphalt Products Co., Inc., for:

11 the asphalt resurfacing as designated
12 on the following streets:

13 (1) Oxford Street - from the west property
14 line of Warsaw Street to the west curb line
15 of Anthony Boulevard;
16 (2) Brackenridge Street - from the east
17 curb line of Lafayette Street to the west
18 curb line of Hanna Street;
19 (3) Dodge Avenue - from the east curb
20 line of Carew Street to the west pavement
21 line of Rolston Street;
22 (4) Lewis Street - from the west curb
23 line of Harrison Street to the east curb
24 line of Ewing Street;
25 (5) Ohio Street - from the south curb
26 line of Maumee Avenue to the north curb
27 line of Lewis Street;
28 (6) Randallia Drive - from the north curb
29 line of Lake Avenue to the south property
30 line of Delaware Avenue;
31 (7) Vance Avenue - from the east pavement
32 line of Reed Road to the east property
line of Lot #188 (House #5520), Glenwood
Park Extended Addition;
(8) Schick Street - from the south curb
line of Washington Boulevard to the
north curb line of Maumee Avenue;
(9) Harrison Street - from the north curb
line of Creighton Avenue to the north
property line of Williams Street;
(10) French Avenue - from the west curb
line of Hoagland Avenue to the east curb
line of Fairfield Avenue;
(11) Violet Court - from the west curb
line of Hoagland Avenue to the east curb
line of Fairfield;
(12) Knightswood Drive - from the south
pavement line of Lower Huntington Road
to the south property line of Lot #170
(House #7520), Avalon Place Section II;
(13) Calhoun Street - from the south
property line of Third Street to the
south curb line of Fourth Street; and

1 (14) Avalon Drive - from the south pavement
2 line of Lower Huntington Road to the northeast
3 curb line of Breckenwood Drive.

4 Alternate Streets

5 (1) Rockhill Street - from the south curb line
6 of Berry Street to the north curb line of
7 Washington Boulevard;

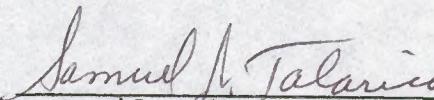
8 (2) Breckenwood Drive - from the northwest
9 curb line of Kingsway Drive to the northwest
property line of Capri Drive;

10 (3) Glencairn Drive - From the south pavement
11 line of Highwood Drive to a point 100 feet
12 southeast of Thames Drive; and

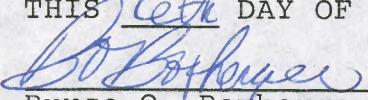
13 (4) Pacific Drive - from the northwest curb
14 line of Capri Drive to the east property line
15 of Lot #123 (House #1517), Avalon Place Addition;

16 under Board of Works Street Improvement Resolution No. 5958-82,
17 involving a total cost of Three Hundred Forty-Seven Thousand
18 Three Hundred Forty-Five and 33/100 Dollars (\$347,345.33),
19 all as more particularly set forth in said Resolution and
Contract, and which is on file with the Office of the Board of
Public Works and is, by reference, incorporated herein, made a
part hereof, and is hereby in all things ratified, confirmed,
and approved. Two copies of said Contract are on file with the
Office of the City Clerk and made available for public inspection,
according to law.

20 SECTION 2. That this Ordinance shall be in full
21 force and effect from and after its passage, and any and all
22 necessary approval by the Mayor.

23
24 
25 Councilmember

26 APPROVED AS TO FORM AND LEGALITY
27 THIS 26th DAY OF JANUARY, 1983.

28 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Felicia,
seconded by Gia Quinta, and duly adopted, read the second time
by title and referred to the Committee Duffy W. W. (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 19, the 19 day of January, 1983, at 10 o'clock A.M., E.S.T.

DATE: 1-11-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Felicia,
seconded by Gia Quinta, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCRUGGS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 1-25-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-25-83
on the 25th day of January, 1983.

ATTEST:

Charles W. Westerman

CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

Bay-Dee Bart

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 26th day of January, 1983, at the hour of
11:30 o'clock A.M., E.S.T.

Charles W. Westerman

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 26th day of Jan.
1983, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

CONTRACT

35
This Agreement, made and entered into this 8 day of Dec., 1982by and between DAILEY ASPHALT PRODUCTS CO., INC.1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Improvement Resolution No. 5958-82
prove 1982 Resurfacing (Bond Issue) 7th Pkg. (See attached Improvement Resolution
for detailed list of streets).

by grading and paving the roadway to a width of XXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXX
XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5958-82 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	One dollar and twenty-five cents per square yard	1.25
H.A.C. #9 Binder	Twenty dollars and thirty-two cents per ton	20.32
H.A.C. #11 Binder	Twenty-two dollars and fifty cents per ton	22.50
H.A.C. A-2 Surface	Twenty-three dollars and seventy cents per ton	23.70
Joint & Crack Sealer	Five hundred and fifty dollars and no cents per ton	550.00
Standard C.B.'s (Complete In Place)	Eleven hundred dollars and no cents per each	1,100.00
C.B.'s - Adjust & Set to Grade	One hundred and twenty-five dollars and no cents per each	125.00
Manholes - Adjust & Set to Grade	One hundred and twenty dollars and no cents per each	120.00
Water Valves - Adjust & Set to Grade	Fifty dollars and no cents per each	50.00
Lump Sum - Removal of Abandoned R.R. Crossing Brackenridge St. - See In Field	Twenty-seven hundred dollars and no cents per lump sum	2,700.00
Standard Inlets (Complete In Place)	Five hundred and fifty dollars and no cents per each	550.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5958-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally *** See Liquidated Damages Provision *** and in all respects completed on or before _____, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said *** _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 8
day of Dec., 1982

ATTEST:

Lorraine J. Jasper
Corporate Secretary

DAILEY ASPHALT PRODUCTS CO., INC.

BY: L.W. Dailey Jr.

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

John J. Carty
Rob Anderson
Bug L. Collins

ATTEST:

Sandra E. Kennedy
Secretary and Clerk

Its Board of Public Works and Mayor.

Trevira Engineering Fabric (In Place)	One dollar and seventy cents per square yard	1.70
Profile Planing (See Special Provisions-Oxford St.)	One dollar and forty cents per square yard	1.40
Base Sub Total	Three hundred and three thousand, six hundred and nine dollars and twenty cents	\$303,609.20

ALTERNATES***

Pavement Removal	One dollar and twenty-five cents per square yard	1.25
H.A.C. #9 Binder	Twenty dollars and thirty-two cents per ton	20.32
H.A.C. #11 Binder	Twenty-two dollars and fifty cents per ton	22.50
H.A.C. A-2 Surface	Twenty-three dollars and seventy cents per ton	23.70
Joint & Crack Sealer	Five hundred and fifty dollars and no cents per ton	550.00
C.B.'s - Adjust & Set to Grade	One hundred and twenty-five dollars and no cents per each	125.00
Manholes - Adjust & Set to Grade	One hundred and twenty dollars and no cents per each	120.00
Water Valves - Adjust & Set to Grade	Fifty dollars and no cents per each	50.00
Standard C.B.'s (Complete In Place)	Eleven hundred dollars and no cents per each	1,100.00
Alternate Sub Total	Forty-three thousand, seven hundred and thirty-six dollars and thirteen cents	\$43,736.13
Total	Three hundred and forty-seven thousand, three hundred and forty-five dollars and thirty-three cents	\$347,345.33

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DAILEY ASPHALT PRODUCTS CO., INC. as Principal, and the St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Minnesota, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of THREE HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-FIVE DOLLARS AND THIRTY-THREE CENTS ----- (\$347,345.33-----), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 8 day of Dec, 1982, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5958-82

1982 Resurfacing (Bond Issue) 7th Pkg. (See attached Improvement Resolution for detailed list of Streets).

at a cost of \$347,345.33-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

DAILEY ASPHALT PRODUCTS CO., INC.

(Contractor)

BY: Ed Dailey II

ITS: President

ATTEST:

Lorraine L Casper
Six Years
(Title)

*If signed by an agent, power of attorney must be attached

St. Paul Fire and Marine Insurance Company
Surety

*BY: David R. Blakemore
Authorized Agent
(Attorney-in-Fact)

Yost, Zant & Rye, Inc.
P.O. Box 1361
Fort Wayne, Indiana 46801

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- DAILEY ASPHALT PRODUCTS CO., INC. -----

(Name of Contractor)

----- 1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804 -----

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire and Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THREE HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-FIVE DOLLARS AND THIRTY-THREE CENTS ----- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 8 day of Dec, 1982, for the construction of:

Improvement Resolution No. 5958-82

1982 Resurfacing (Bond Issue) 7th Pkg. (See attached Improvement Resolution for detailed list of streets).

at a cost of THREE HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-FIVE DOLLARS AND THIRTY-THREE CENTS -----
(\$ 347,345.33-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
 parts, each one of which shall be deemed an original, this 8 day of
Dec, 1983.

(SEAL)

ATTEST:

Lorraine Jasper
 (Principal) Secretary

Witness as to Principal

1132 Monroe St.
 (Address)
Elkhart, In. 46804

Arthur Brinks
 Witness as to Surety

P.O. box 1367
 (Address)

Fort Wayne, Indiana 46801

DAILEY ASPHALT PRODUCTS CO., INC.

Principal

BY

LD Dailey Jr
 President

(Title)

1111 Thomas St. Ft. Wayne, 46804
 (Address)

St. Paul Fire and Marine Insurance Company
 Surety
 BY David R. Miller
 Attorney-in-Fact
 (Authorized Agent)

Yester, Zent & Zie, Inc.
P.O. box 1367
 (Address)

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners should execute bond.



ST. PAUL FIRE AND MARINE INSURANCE COMPANY
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF
AUTHORITY NO.
384947

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski,
individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION (\$10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

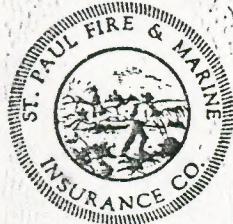
"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of January, A.D. 1980.



STATE OF MINNESOTA }
County of Ramsey } ss.

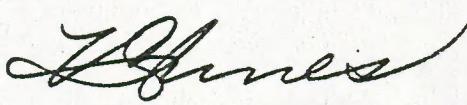
ST. PAUL FIRE AND MARINE INSURANCE COMPANY


Vice President

On this 23rd day of April, 1982, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.




V.C. INNES, Notary Public, Ramsey County, MN
My Commission Expires April 27, 1983

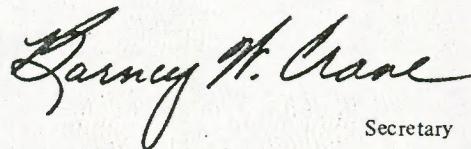
CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

29 day of November, 1982.


Barney W. Crane
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-9821 and ask for the Power of Attorney Clerk. Please refer to the above Certificate of Authority No. and the above named individual(s).

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5958 -1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. OXFORD STREET - From the west property line of Warsaw Street to the west curb line of Anthony Blvd.
2. BRACKENRIDGE STREET - From the east curb line of Lafayette Street to the west curb line of Hanna Street.
3. DODGE AVENUE - From the east curb line of Carew Street to the west pavement line of Rolston Street.
4. LEWIS STREET - From the west curb line of Harrison Street to the east curb line of Ewing Street.
5. OHIO STREET - From the south curb line of Maumee Avenue to the north curb line of Lewis Street.
6. RANDALLIA DRIVE - From the north curb line of Lake Avenue to the south property line of Delaware Avenue.
7. VANCE AVENUE - From the east pavement line of Reed Road to the east property line of Lot #188 (House #5520), Glenwood Park Extended Addition.
8. SCHICK STREET - From the south curb line of Washington Blvd. to the north curb line of Maumee Avenue.
9. HARRISON STREET - From the north curb line of Creighton Avenue to the north property line of Williams St.
10. FRENCH AVENUE - From the west curb line of Hoagland Avenue to the east curb line of Fairfield Avenue.
11. VIOLET COURT - From the west curb line of Hoagland Avenue to the east curb line of Fairfield Avenue.
12. KNIGHTSWOOD DRIVE - From the south pavement line of Lower Huntington Road to the south property line of Lot #170 (House #7520), Avalon Place Section II.
13. CALHOUN STREET - From the south property line of Third Street to the south curb line of Fourth Street.
14. AVALON DRIVE - From the south pavement line of Lower Huntington Road to the north-east curb line of Breckenwood Drive.

ALTERNATE STREETS

ROCKHILL STREET - From the south curb line of Berry Street to the north curb line of Washington Blvd.

BRECKENWOOD DRIVE - From the northwest curb line of Kingsway Drive to the northwest property line of Capri Drive.

GLENCAIRN DR. - From the south pavement line of Highwood Drive to a point 100 Ft. southeast of Thames Drive.

PACIFIC DRIVE - From the northwest curb line of Capri Drive to the east property line of Lot #123 (House #1517), Avalon Place Addition.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

BILL NO. S-83-01-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving Street Improvement Resolution No. 5958-82,
Asphalt Resurfacing, with Dailey Asphalt Products Co., Inc.,
in connection with the Board of Public Works

(PRIOR APPROVAL)

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN

Victure L. Scruggs

MARK E. GIAQUINTA

Mark E. GiaQuinta

PAUL M. BURNS

Paul M. Burns

ROY J. SCHOMBURG

Roy J. Schomburg

1-25-83

CONCURRED IN

DATE

CHARLES W. WESTERMAN, CITY CLERK

6147

TITLE OF ORDINANCE Contract for Res. 5958-82, 1982 Asphalt Resurfacing (7th Package)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-83-01-18

SYNOPSIS OF ORDINANCE Contract for Resolution 5958-82, 1982 Asphalt Resurfacing

(7th Package of the Bond Issue). See attached Improvement Resolution for detailed

list of streets. Contractor Dailey Asphalt Products Co., Inc.

Prior approval received Nov. 9, 1982

EFFECT OF PASSAGE Improvement of Asphalt on attached list of streets.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$347,345.33

ASSIGNED TO COMMITTEE